



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appellants: Altweis et al.

Assignee: ZiLOG, Inc.

Title: "Method and System for Electronic Data Sales and Distribution Over Wide Area Computer Networks"

Appl. No.: 09/654,858

Filing Date: September 5, 2000

Examiner: Firmin Backer

TC/Art Unit: 3621

Docket No.: ZIL-314

June 19, 2007

Mail Stop Appeal Brief - Patents
COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, VA 22313-1450

REPLY BRIEF

This Reply Brief is filed pursuant to 37 CFR § 41.41 in response to an Examiner's Answer Brief mailed on April 19, 2007.

Appellants: Altweis et al.
Serial No.: 09/654,858
Filing Date: September 5, 2000
Docket No.: ZIL-314

I. STATUS OF CLAIMS

The application at issue, filed on September 5, 2000, included 17 claims. In various amendments, claims 18-26 were added, and claims 6-9 and 13-14 were cancelled. Claims 1-5 and 10-12 and 15-26 are the subject of this Appeal. The latest version of the claims is contained in the Claims Appendix to the Appeal Brief.

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Serial No.: 09/654,858
Filing Date: September 5, 2000
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II. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

The following are grounds of rejection to be reviewed on appeal:

- 1) Claims 10-12 and 14-25 stand rejected under 35 USC §102(e) as being anticipated by Biddle *et al.* (US Patent Application Publication No.: 2002/0107809 A1).
- 2) Claims 1-5 stand rejected under 35 USC §103(a) as being unpatentable over Biddle *et al.* in view of Hayes *et al.* (US Patent Application Publication No. 2001/0011341).

Appellants: Altweis et al.
Serial No.: 09/654,858
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III. ARGUMENT

A. Claims 10-12 and 15-26 (1st ground of rejection)

In a final Office Action dated March 25, 2005 (the "Office Action"), the Examiner rejected claims 10-25 under 35 USC §102(e) as being anticipated by Biddle *et al.* Claims 10 and 18 are independent. Claims 13-14 were canceled before the Office Action. Claim 26 depends from claim 18, was added before the Office Action, and was not addressed by the Office Action.

i. Independent claim 10.

Independent claim 10 recites, "said distribution of one said program module is responsive to the prior execution of one said licensing module on one said customer terminal computer" (emphasis added). Biddle does not disclose distributing a program module in response to the prior execution of a licensing module on a customer computer. The Examiner has not established a *prima facie* case of anticipation because the Examiner has not stated where Biddle discloses distributing a program module in response to the prior execution of a licensing module. In fact, the Examiner admits that Biddle discloses distributing an application before executing a license.

In the Examiner's Answer, the Examiner presents a new "map chart" of the "broadest claim 10". On page 6, the Examiner admits that Biddle discloses distribution of an application before a user obtains a license. The Examiner characterizes Biddle as follows:

"After downloading and installing the application, user 30 has the option of obtaining a license for the application, for example, either in the form of a free trial period, by purchasing a subscription, or purchasing a long-term license (step 128.)" (Examiner's Answer, p. 6, right column, lines 30-35) (emphasis added) (quoting from Biddle, paragraph 0054)

Appellants agree with the Examiner that Biddle discloses distribution of an application before a user obtains a license. Biddle also states, "A user may . . . download a desired software application. The first time the user runs the

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software application after installation, the user is prompted to provide registration information to obtain a license" (Biddle, paragraph 0017) (emphasis added).

In the Examiner's new response to Appellants' arguments, the Examiner does not rebut the fact that the distribution of the application in Biddle occurs before the user obtains a license. The Examiner's explanation of the disclosure of Biddle (Examiner's Answer, p. 3, line 14 – p. 4, line 10) does not address the recited limitation of distributing a program module in response to the prior execution of a licensing module. The Examiner's new explanation of Biddle's ability to configure a desktop "so as *presumably to be able to access an application on the server when, in fact, the user does not have system permission to access the application*" does not state that Biddle discloses the recited limitation of claim 10. (Examiner's Answer, p. 3, lines 15-17) (emphasis in original).

In Biddle, the software is first downloaded, and then the user obtains a license, whereas claim 10 recites that the distribution of a program module is responsive to the prior execution of a licensing module. Because the downloading of the application in Biddle is in the opposite order to that recited in claim 10, the rejection of claim 10 should be overruled.

In the Examiner's Answer, the Examiner for the first time states that functional language recited in claim 10 is optional and does not narrow the claim because it can be omitted for purposes of claim construction. (See Examiner's Answer, p. 5, lines 1-4). For example, the Examiner points to the claim language "an e-commerce site for" as denoting functional language that does not narrow the claim. While the Appellants do not agree that functional language necessarily renders a claim limitation "optional or conditional", the Appellants here state that the claim limitation discussed above that distinguishes claim 10 from Biddle is neither optional nor conditional.

Claims 11-12 and 15-17 depend directly or indirectly from claim 10 and are allowable for at least the same reasons for which claim 10 is allowable.

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ii. Independent claim 18.

The rejection of claim 18 should be overruled because the Examiner has not shown that Biddle discloses either (a) a program module comprising executable software code, or (b) storing a licensing module and a program module at different locations. Claim 18 recites, "the program module consisting of a portion of the software product that is not customized for the distributor or group of distributors, the program module comprising executable software code, storing the configured licensing module at a first software distribution point so that it may be downloaded by a user, and storing the program module at a location other than the first software distribution point" (emphasis added).

Biddle does not disclose that the "license" of paragraph 0054 comprises executable software code. The user in Biddle simply "obtains" a license. The passages of Biddle cited by the Examiner in the Office action dated March 25, 2005, (paragraphs 0055, 0058, 0059, 0062, 0065 and 0066) do not disclose the recited program module containing executable software code. (See Office Action, p. 5, lines 7-8) The Examiner has not established a *prima facie* case of anticipation because the Examiner has not specified where Biddle discloses either (a) a program module that comprises executable software code or (b) storing a licensing module and a program module at different locations.

Although Biddle states in cited paragraph 0055, "In an alternative exemplary embodiment, a vendor purchases a software licensing system (SLS)", Biddle does not disclose that the license and the software product are stored in different locations. Where a vendor purchases a licensing system, both the license and the software product are stored at the vendor's distribution point. In this embodiment, the vendor assumes the role of a distributor "by purchasing a licensing system from a distributor 25 and carrying out the function of distributing software products directly to the user rather than giving the software product back to the distributor for distribution" (Biddle, paragraph [0053]) (emphasis added). Thus, in this embodiment, the vendor has become his own distributor, both managing the licensing and storing the software. In this embodiment, the

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user obtains the software application and the license from the same location. Thus, this embodiment of Biddle does not disclose storing a program module at a location other than a software distribution point.

Because the Examiner has not shown that Biddle discloses either (a) a program module comprising executable software code, or (b) storing a licensing module and a program module at different locations, the rejection of claim 18 should be overruled.

Claims 19-26 depend directly or indirectly from claim 18 and are allowable for at least the same reasons for which claim 18 is allowable.

B. Claims 1-5 (2nd ground of rejection)

In the Office Action, the Examiner rejected claims 1-5 under 35 USC §103(a) as being unpatentable over Biddle in view of Hayes. Claim 1 is independent.

The rejection of claim 1 should be overruled because (a) neither Biddle nor Hayes teaches the recited licensing module and (b) the Examiner has pointed to no suggestion or motivation in the cited references to combine one with the other. Claim 1 recites, “a licensing module for giving each said customer terminal computer permission to download a program module to said customer terminal computer, said licensing module consisting of an executable software application being executed on each said customer terminal computer” (emphasis added).

The Examiner admits that Biddle fails to teach the recited licensing module. (Office Action, page 7, lines 2-3) The Examiner cites paragraph 0013 of Hayes as teaching a “licensing module means for giving each the customer terminal computer permission to download a program module” (Office Action, page 7, lines 7-8). Although paragraph 0013 of Hayes teaches a desktop object that is downloaded to a user station, the desktop object controls the interface between the user and the user's station. The desktop object does not include executable software that gives the user's station permission to download

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applications. Instead, Hayes uses a simple list to give permission to download applications on the list. Paragraph 0013 of Hayes states,

"[T]he server stores a plurality of user applications for downloading to user stations and further stores access permissions for the applications for each user. . . . A desktop object is then downloaded to the user station to control the interface between the user and the user's station. The server also downloads to the station a list of applications to which the user has access permission. The user station uses the list to build a folder containing only the applications from the list to which the user has access permission." (Hayes, paragraph 0013) (emphasis added).

The server in Hayes downloads to the user's station a list of applications to which the user has access permission. Hayes does not teach that the list is executed on the customer computer. Thus, Hayes does not disclose a licensing module for giving permission to download software, in which the module is executed on the customer computer.

In the Examiner's Answer, the Examiner states that Hayes teaches a licensing management platform. (Examiner's Answer, p. 4, lines 10-22) But the Examiner does not state that Hayes teaches a licensing module consisting of software executing on a user's station that gives permission to download a program module.

In the Examiner's Answer, the Examiner does not rebut Appellants' contention that there is no adequate motivation to combine the teachings of Hayes and Biddle. The Office Action states that it would have been obvious to modify the teachings of Biddle to include the teachings of Hayes "because this would have ensure [sic] greater security of the system" (Office Action, page 7, lines 15-16). The Office Action does not indicate, however, where either Biddle or Hayes suggests combining the access permission list (no licensing module is taught) of Hayes with the system of managing licenses of Biddle. It is not clear how combining the permission list of Hayes with Biddle would ensure greater "security" of the system of Biddle. Biddle concerns protection against tampering and software piracy after software has been delivered to the end-user's platform.

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(Biddle, paragraph 0010) Hayes does not concern "security" against tampering and piracy, but rather limits the access to particular software by workers in a corporate environment. It is not clear how the permission list of Hayes would ensure greater security than that already provided by the system of Biddle.

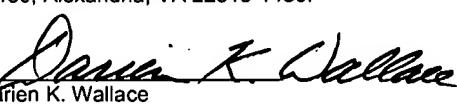
Because the Examiner has admitted that Biddle fails to teach the recited licensing module and because the Examiner has not shown that Hayes teaches the recited licensing module, the rejection of claim 1 should be overruled. In addition, the rejection of claim 1 should be overruled because the Examiner has not identified an adequate motivation to combine the teachings of the Biddle and Hayes.

Claims 2-5 depend directly or indirectly from claim 1 and are allowable for at least the same reasons for which claim 1 is allowable.

IV. CONCLUSION

The Examiner has failed to establish a *prima facie* case of anticipation with respect to claims 10 and 18 or a *prima facie* case of obviousness with respect to claim 1. Biddle does not disclose a licensing module whose execution is required prior to the distribution of the program module. Moreover, Biddle discloses neither (a) a program module that comprises executable software code, nor (b) storing a licensing module and a program module at different locations. Finally, with respect to claim 1, neither Biddle nor Hayes teaches the recited licensing module, and the Examiner has pointed to no motivation in the cited references to combine one with the other.

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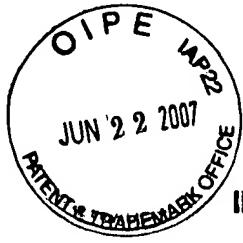
By 
Darien K. Wallace

Date of Deposit: June 19, 2007

Respectfully submitted,



Darien K. Wallace
Attorney for Appellants
Reg. No. 53,736
Customer No. 47,713



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Altweis et al.

Assignee: ZiLOG, Inc.

Title: "Method and System for Electronic Data Sales and Distribution Over Wide Area Computer Networks"

Serial No.: 09/654,858 Filed: September 5, 2000

Examiner: Firmin Backer Group Art Unit: 3621

Atty. Doc. No.: ZIL-314

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Alexandria, CA 22313-1450

**REVOCATION OF POWER OF ATTORNEY
AND
APPOINTMENT OF NEW ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

I, Perry J. Grace, Chief Financial Officer and Vice President of Finance of ZiLOG, Inc., the assignee of the entire right, title and interest in the above-referenced patent, hereby revoke all previous powers of attorney in the above-identified patent application, and hereby appoint the practitioners with the

customer number 47,713

to transact all business in the United States Patent and Trademark Office connected with the above-identified patent application.

Please change the correspondence address and fee address for the above-identified patent application and direct all correspondence to the address associated with customer number 47,713, which is:

Applicants: Altweis et al.
Serial No.: 09/654,858
Docket No.: ZIL-314

Imperium Patent Works
Patent Attorneys
P.O. Box 587
Sunol, California 94586

Assignee's signature:



Date: 6/19/2007

Name:

Perry J. Grace

Title:

Chief Financial Officer and Vice President of Finance

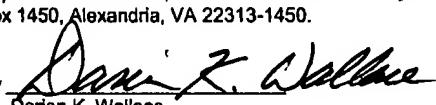
Assignee: ZiLOG, Inc.

The enclosed 37 CFR 3.73(b) Statement states that ZiLOG, Inc. is the assignee of the entire right, title and interest in the above-identified patent application. Also, please change the attorney docket number for the above-identified application and use the following new attorney docket number on all correspondence:

ZIL-314

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By



Darien K. Wallace

Date of Deposit: June 19, 2007

Respectfully submitted,



Darien K. Wallace
Attorney for Applicants
Reg. No. 53,736
Customer No. 47,713



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appellants: Altweis et al.

Assignee: ZiLOG, Inc.

Title: "Method and System for Electronic Data Sales and Distribution Over Wide Area Computer Networks"

Appl. No.: 09/654,858 Filing Date: September 5, 2000

Examiner: Firmin Backer TC/Art Unit: 3621

Docket No.: ZIL-314 Confirmation No.: 7820

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37 CFR 3.73(b) STATEMENT

The assignee, ZiLOG, Inc., a corporation of the State of Delaware, states that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of:

1. A recorded assignment dated December 3 and 4, 1998, from the inventors (Tony Altweis and Raymond Chock) to Calibre, Inc., a copy of which is attached as Attachment A (5 pages). The assignment was recorded on September 5, 2000, at reel/frame 011074/0346.
2. A recorded assignment dated July 27, 2000, from Calibre, Inc. to ZiLOG, Inc., a copy of which is attached as Attachment B (13 pages). The assignment was recorded on April 4, 2001, at reel/frame 011743/0946.

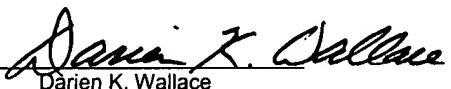
The undersigned is authorized to act on behalf of the assignee by virtue of the power of attorney attached as Attachment C (1 page) and signs on behalf of

Appellants: Altweis et al.
Serial No.: 09/654,858
Filing Date: September 5, 2000
Docket No.: ZIL-314

the assignee this 19th day of June 2007.

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By



Darien K. Wallace

Date of Deposit: June 19, 2007

Respectfully submitted,



Darien K. Wallace
Attorney for Applicant
Reg. No. 53,736
Customer No. 47,713

NOVEMBER 03, 2000



PTAS

STEINS & ASSOCIATES
KARL M. STEINS
2333 CAM. DEL RIO S.
SUITE #120
SAN DIEGO, CA 92108

Attachment A
3.73(6) Statement page 1

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



101465622A

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RECORDATION DATE: 09/05/2000

REEL/FRAME: 011074/0346
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ALTWEIS, TONY

DOC DATE: 07/12/2000

ASSIGNOR:

CHOCK, RAYMOND

DOC DATE: 07/12/2000

ASSIGNEE:

CALIBRE, INC.
1762 TECHNOLOGY DRIVE
SUITE 226
SAN JOSE, CALIFORNIA 95110

SERIAL NUMBER: 09654858

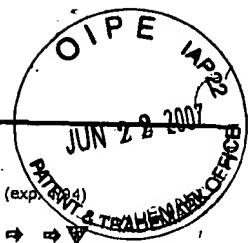
FILING DATE: 09/05/2000
ISSUE DATE:

PATENT NUMBER:

*Attachment A
3.73(b) Statement page 2*

011074/0346 PAGE 2

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF, PUBLIC RECORDS



JUN 28 2007

09-20-2000



To the honorable Commissioner of

101465622

Attachment A
3.73 (b) Statement page 3

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

attached original documents or copy thereof

101465622
09/14/2000
09/14/2000
09/14/2000

1. Name of conveying party(ies):

Tony Altweis

Raymond Chock

Additional name(s) of conveying party(ies) attached? Yes No

3. nature of conveyance:

 Assignment Merger Security Agreement Change of Name Other _____

Execution Date: 7/12/00

2. Name and address of receiving party(ies)

Name: Calibre, Inc.

Internal Address: _____

Street Address: 1762 Technology Drive
Suite 226

City: San Jose State: CA ZIP 95110

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): 09/654858

If this document is being filed together with a new application, the execution date of the application is: 7/12/00

A. Patent Application No. (s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steins & Associates

Internal Address: _____

09/14/2000 PSTMBC 00000001 09654858

02 FD 581

40.00 00

Street Address: 2333 Cam del Rio S.
Suite #120

City: San Diego State: CA ZIP 92108

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karl M. Steins, 40, 186

Name of person Signing

Signature

9/14/00

Date

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks Box Assignments

Attachment A
3.73(6) Statement *page 7*

In the United States Patent and Trademark Office

Applicant(s): Calibre, Inc.

Title: "Improved Method and System for Electronic Data Sales and Distribution over Wide Area Computer Networks"

Docket No.
CLB25-D71

Assignment by Single Inventor

WHEREAS, the undersigned, hereinafter referred to as Assignor, has invented Improved Method and System for Electronic Data Sales and Distribution over Wide Area Computer Networks, for which Assignor is making application for U.S. Letters Patent; and

WHEREAS, Calibre, Inc., a California Corporation, having a place of business at 1762 Technology Drive Suite 226, San Jose, CA, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee, its successors in interest, the full and exclusive right in the United States of America and all foreign countries to the said invention as described in the specification executed by Assignor preparatory to obtaining Letters Patent of the United States therefor, said invention and all applications for Letters Patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of application for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to the said invention or Letters Patent therefor for the benefit of Assignee without further or other compensation than that above set forth; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee.

7/2/00

Date



Tony Altwies
1762 Technology Drive
Suite 226
San Jose, CA 95110
(408) 573-3890

In the United States Patent and Trademark Office

Applicant(s): Calibre, Inc.

*b458W Title: Improved Method and System for Electronic Data Sales and Distribution over Wide Area Computer Networks

Docket No.
CLB25-D71

Assignment by Single Inventor

WHEREAS, the undersigned, hereinafter referred to as Assignor, has invented Improved Method and System for Electronic Data Sales and Distribution over Wide Area Computer Networks, for which Assignor is making application for U.S. Letters Patent; and

WHEREAS, Calibre, Inc., a California Corporation, having a place of business at 1762 Technology Drive Suite 226, San Jose, CA, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee, its successors in interest, the full and exclusive right in the United States of America and all foreign countries to the said invention as described in the specification executed by Assignor preparatory to obtaining Letters Patent of the United States therefor, said invention and all applications for Letters Patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of application for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to the said invention or Letters Patent therefor for the benefit of Assignee without further or other compensation than that above set forth; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee.

7/12/00

Date

Raymond Chock

Raymond Chock
1762 Technology Drive
Suite 226
San Jose, CA 95110
(408) 573-3890



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

page 1

JULY 16, 2001

PTAS



101700694A

Attachment B to 3.73 Statement

STEINS & ASSOCIATES, P.C.
KARL M. STEINS
2333 CAMINO DEL RIO SOUTH
SUITE 120
SAN DIEGO, CA 92108

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RECORDATION DATE: 04/04/2001

REEL/FRAME: 011743/0946

NUMBER OF PAGES: 10

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
CALIBRE, INC.

DOC DATE: 07/30/2000

ASSIGNEE:
ZILOG, INC.
910 EAST HAMILTON AVENUE
SUITE 110
CAMPBELL, CALIFORNIA 95008

SERIAL NUMBER: 09113036
PATENT NUMBER:

FILING DATE: 07/09/1998
ISSUE DATE:

SERIAL NUMBER: 09131824
PATENT NUMBER:

FILING DATE: 08/10/1998
ISSUE DATE:

SERIAL NUMBER: 09143150
PATENT NUMBER:

FILING DATE: 08/28/1998
ISSUE DATE:

SERIAL NUMBER: 09285608
PATENT NUMBER:

FILING DATE: 04/02/1999
ISSUE DATE:

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| SERIAL NUMBER: 09131825 | FILING DATE: 08/10/1998 |
| PATENT NUMBER: | ISSUE DATE: |
| SERIAL NUMBER: 09212203 | FILING DATE: 12/15/1998 |
| PATENT NUMBER: | ISSUE DATE: |
| SERIAL NUMBER: 09128219 | FILING DATE: 08/03/1998 |
| PATENT NUMBER: | ISSUE DATE: |
| SERIAL NUMBER: 09143154 | FILING DATE: 08/28/1998 |
| PATENT NUMBER: 6070956 | ISSUE DATE: 06/06/2000 |
| SERIAL NUMBER: 09175923 | FILING DATE: 10/20/1998 |
| PATENT NUMBER: | ISSUE DATE: |
| SERIAL NUMBER: 09207694 | FILING DATE: 12/08/1998 |
| PATENT NUMBER: | ISSUE DATE: |
| SERIAL NUMBER: 09654858 | FILING DATE: 09/05/2000 |
| PATENT NUMBER: | ISSUE DATE: |
| SERIAL NUMBER: 09567667 | FILING DATE: 05/09/2000 |
| PATENT NUMBER: | ISSUE DATE: |
| SERIAL NUMBER: 09560224 | FILING DATE: 04/28/2000 |
| PATENT NUMBER: | ISSUE DATE: |
| SERIAL NUMBER: 09567665 | FILING DATE: 05/09/2000 |
| PATENT NUMBER: | ISSUE DATE: |
| SERIAL NUMBER: | FILING DATE: |
| PATENT NUMBER: | ISSUE DATE: |
| PCT NUMBER: US9917639 | |
| SERIAL NUMBER: | FILING DATE: |
| PATENT NUMBER: | ISSUE DATE: |
| PCT NUMBER: US9919368 | |
| SERIAL NUMBER: | FILING DATE: |
| PATENT NUMBER: | ISSUE DATE: |
| PCT NUMBER: US9918057 | |
| SERIAL NUMBER: | FILING DATE: |
| PATENT NUMBER: | ISSUE DATE: |
| PCT NUMBER: US0004296 | |
| SERIAL NUMBER: | FILING DATE: |
| PATENT NUMBER: | ISSUE DATE: |
| PCT NUMBER: US9918703 | |
| SERIAL NUMBER: | FILING DATE: |
| PATENT NUMBER: | ISSUE DATE: |
| PCT NUMBER: US0004295 | |

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

05-03-2001

U.S. Department of Commerce
Patent and Trademark Office
PATENT

101700694

4.4-01

RECORDATION FORM COVER SHEET
PATENTS ONLY

CANCELLER

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New
 Resubmission (Non-Recordation)
 Document ID#
 Correction of PTO Error
 Reel # Frame #
 Corrective Document
 Reel # Frame #

Conveyance Type

Assignment Security Agreement
 License Change of Name
 Merger Other
U.S. Government
 (For Use ONLY by U.S. Government Agencies)
 Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name (line 1) Calibre, Inc.

07302000

Name (line 2)

Second Party

Name (line 1) Execution Date
Month Day YearName (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) ZiLog, Inc.

If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2) Address (line 1) 910 East Hamilton AvenueAddress (line 2) Suite 110Address (line 3) Campbell
City

CA

95008
State/Country
Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Karl M. Steins, Reg. No. 40,186Address (line 1) Steins & Associates, P.C.Address (line 2) 2333 Camino del Rio SouthAddress (line 3) Suite 120Address (line 4) San Diego, CA 92108

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5-03-01 01 070111 00000117 09113036

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number (619) 692-2004

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

| | | |
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Patent Number(s)

| | |
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| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number PCT PCT PCT
only if a U.S. Application Number PCT PCT PCT

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Karl M. Steins, Reg. No. 40,186

Name of Person Signing

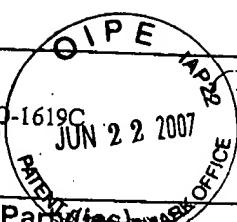
Signature

4/4/01

Date

FORM PTO-1619C
Expires 06/30/99
OMB 0651-0027

JUN 22 2007

ORDINATION FORM COVER SHEET
CONTINUATION
PATENTS ONLYU.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

Enter additional Conveying Party(ies)

 Mark if additional names of conveying parties attached

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

Enter additional Receiving Party(ies)

 Mark if additional names of receiving parties attached

Name (line 1)

 If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic representative
is attached. (Designation
must be a separate
document from
Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

 If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment of a
domestic representative is
attached. (Designation must
be a separate document from
Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09207694

09567667

09567665

Patent Number(s)

PATENT ASSIGNMENT

THIS ASSIGNMENT is made and entered into effective as of the 27th day of July, 2000 (the "Effective Date") by and between Calibre, Inc., a California corporation (hereinafter referred to as "Assignor"), having its principal place of business at 1762 Technology Drive, Suite 226, San Jose, California 95110-1308, and ZiLOG, Inc., a Delaware corporation (hereinafter referred to as "Assignee"), having its principal place of business at 910 E. Hamilton Ave., Suite 110, Campbell, CA 95008, and is made with reference to the following facts and objectives:

RECITALS

- A. Assignor is the owner of the entire and exclusive right, title and interest in, to and under certain patents and/or patent applications and the respective inventions described and claimed therein, as set forth in Exhibit "A" attached hereto;
- B. Assignee desires to acquire the entire and exclusive right, title and interest in, to and under such patent rights.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Definitions:** For purposes of this Assignment, the following terms shall have the following meanings:
 - a. **U.S. Patents and Applications:** The term "U.S. Patents and Applications" means the United States patents and patent applications identified in the attached Exhibit "A," and every reissue, reexamination, extension, divisional, continuation and continuation-in-part thereof.
 - b. **Foreign Counterpart Patent Application:** The term "Foreign Counterpart Patent Application" means any application for a patent in a jurisdiction other than the United States, that claims priority under 35 U.S.C. Section 119, to any of the U.S. Patents and Applications.
 - c. **Foreign Counterpart Patent:** The term "Foreign Counterpart Patent" means any patent issued or issuing in a jurisdiction other than the United States from a Foreign Counterpart Patent Application.
2. **Patent Assignment:**
 - a. **Assignment of Patent Rights:** For good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in all U.S.

Patents and Applications; all Foreign Counterpart Patents and all Foreign Counterpart Patent Applications (hereinafter collectively referred to as the "Patent Rights").

b. Representations, Warranties and Covenants of Assignor: Assignor hereby represents and warrants that (i) the patents and patent applications identified in the attached Exhibit "A" are the only patent rights that Assignor owns or controls; (ii) Assignor is the lawful owner of and has good and marketable title to the Patent Rights free and clear of all liens and encumbrances; (iii) Assignor has full legal right, power and authority to sell, assign and transfer the Patent Rights; (iv) to the best of Assignor's knowledge, there are no outstanding licenses or unrecorded rights in third parties to use the Patent Rights, and no assignment has been made of the rights assigned hereunder; (v) that all applicable maintenance fees pertaining to the Patent Rights due on or before the Effective Date have been paid; (vi) Assignor has full power and authority to execute, deliver and perform this Assignment in accordance with its terms; and (vii) this Assignment is a valid and binding obligation of the Assignor, enforceable in accordance with its terms. Assignor hereby agrees not to execute any agreement in conflict with this Assignment and that, at the request of Assignee, Assignor will execute and deliver all papers and take such other action as may be necessary or desirable to protect and perfect title to the Patent Rights in Assignee, its successors and assigns.

c. Issuance of Patent: Assignor, as inventor of the inventions in the Patent Rights that are hereunder assigned to the Assignee, hereby authorizes and requests the Commissioner of Patents, or other proper governmental authority, to issue to Assignee, its successors and assigns, all patents and other patent rights included within the Patent Rights.

d. Prosecution and Maintenance of Patent Rights: Assignor hereby agrees that Assignor will communicate to Assignee any facts known to Assignor respecting the Patent Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection under the Patent Rights in all countries.

3. Miscellaneous:

a. Attorneys' Fees: In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Assignment or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition to such other relief as may be granted, to all attorneys' fees and costs incurred in such litigation, arbitration or other proceeding, and in any appeal or enforcement of any judgment rendered therein.

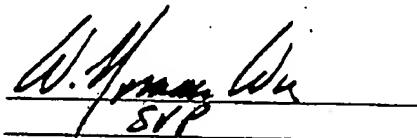
- b. Successors and Assigns: This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- c. Venue: Venue for suit on this Assignment shall be Santa Clara County, California, and all parties hereto agree and consent to venue being proper in such county.
- d. Exhibits: All Exhibits referred to are attached hereto and incorporated herein by this reference.
- e. Governing Law: This Assignment shall be construed and interpreted in accordance with the laws of the State of California.
- f. Integrated Agreement; Modification: This instrument, together with the Agreement, contains the entire agreement of the parties and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.
- g. Severability: The unenforceability, invalidity, illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.
- h. Waiver: No consent or waiver, express or implied by either party to this Assignment of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.
- i. Execution of Documents: The parties hereto hereby agree to execute and deliver such further instruments, agreement contracts and documents, as may be reasonably required to effectuate the stated and intended purposes of this Assignment.
- j. Counterparts: This Assignment may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- k. Neutral Construction: The parties hereto agree that this Assignment will be interpreted neutrally, and that it should not be construed for or against any party deemed to be the drafter thereof.

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment as of the date and year first above written.

Calibre, Inc., a California corporation

By: 
Title: President

ZiLOG, Inc., a Delaware corporation

By: 
Title: SVP

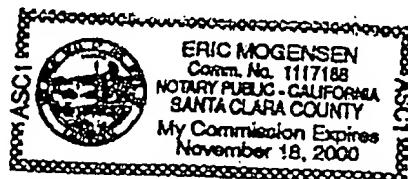
STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

Attachment 3 page 11
(3.73 (b) Statement)

On this 27th day of July, ²⁰⁰⁰, before me, ERIC MOGENSEN, a Notary Public, State of California, duly commissioned and sworn, personally appeared T. B. M. M., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

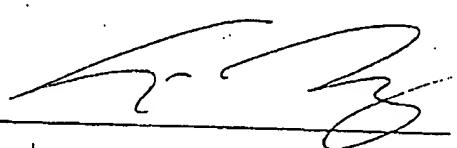
Signature  (Seal)



STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On this 27th day of July, ²⁰⁰⁰, before me, ERIC MOGENSEN, a Notary Public, State of California, duly commissioned and sworn, personally appeared T. B. M. M., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)

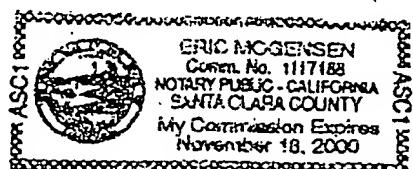
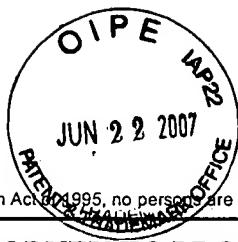


EXHIBIT "A"

*Attachment B page 12
(3.73(b) Statement)*

LISTING OF PATENT RIGHTS

| <u>Docket #</u> | <u>Serial Number</u> |
|-----------------|----------------------|
| CLB 1 - B69 | 09/113,036 |
| CLB 1 - B69A | 09/285,608 |
| CLB 2 - B70 | 09/128,219 |
| CLB 2P - B70 | PCT/US99/17639 |
| CLB 3 - B71 | 09/131,824 |
| CLB 3P - B71 | PCT/US99/18057 |
| CLB 4 - B72 | 09/131,825 |
| CLB 5 - B73 | 09/135,154 304 |
| CLB 5P - B73 | PCT/US99/18703 |
| CLB 6P - B74 | PCT/US99/19368 |
| CLB 6 - B74 | 09/143,150 305 |
| CLB 7 - B93 | 09/212,203 |
| CLB 8 - B94 | 09/175,923 |
| CLB 9 - B95 | 09/207,694 |
| CLB 23 - D33 | 09/567,667 |
| CLB 24 - D34 | 09/567,665 |
| CLB 7P - D49 | PCT/US00/04296 |
| CLB 8P - D50 | PCT/US00/04295 |
| CLB 9P - D51 | PCT/US00/04294 |
| CLB 1P - D65 | PCT/US00/08,858 |
| CLB 25 - D71 | 09/654,858 |
| CLB 1B - D76 | 09/560,224 |
| CLB 4P - D83 | PCT/US99/18056 |



Attachment C
3.73(b) Statement

PTO/SB/80 (09-04)

Approved for use through 11/30/2005. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby appoint:

Practitioners associated with the Customer Number:

47713

OR

Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

| Name | Registration Number |
|------|---------------------|
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as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

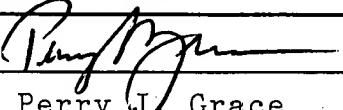
Assignee Name and Address:

ZiLOG, Inc.
532 Race Street
San Jose, California 95126

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

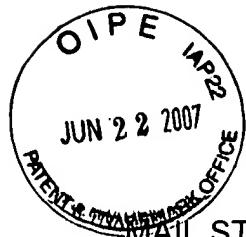
SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

| | | |
|-----------|---|------------------------|
| Signature |  | Date 11/9/04 |
| Name | Perry J. Grace | Telephone 408 558 8500 |
| Title | Chief Financial Officer and Vice President of Finance | |

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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REPLY BRIEF TRANSMITTAL LETTER

June 19, 2007

MAIL STOP APPEAL BRIEF - PATENTS
COMMISSIONER FOR PATENTS
P.O. Box 1450
ALEXANDRIA, VA 22313-1450

Re: Appellants: Altweis et al.
Assignee: ZiLOG, Inc.
Title: "Method and System for Electronic Data Sales and Distribution Over Wide Area Computer Networks"
Serial No.: 09/654,858 Filed: September 5, 2000
Examiner: Firmin Backer Art Unit: 3621
Atty. Docket No.: ZIL-314

Dear Sir:

Transmitted herewith are the following documents:

- (1) Reply Brief (9 pages);
- (2) Revocation of Power of Attorney and New Power of Attorney (2 pages);
- (3) 37 CFR 3.73(b) Statement including attachments (21 pages);
- (4) Return Postcard; and
- (5) This transmittal sheet.

No additional Fee is required.
 The fee has been calculated as shown below:

| CLAIMS AS AMENDED | | | | | | |
|--|---------------------------------|-------|---------------------------------------|----------------------------|-------|----------------|
| | REMAINING AFTER AMENDMENT | | HIGHEST NO. PREVIOUSLY PAID FOR | EXTRA CLAIMS PRESENT | RATE | ADDITIONAL FEE |
| TOTAL CLAIMS | 20 | minus | 21 | 0 | \$50 | \$0.00 |
| INDEP. CLAIMS | 3 | minus | 3 | 0 | \$200 | \$0.00 |
| Total Additional Claim Fee | | | | | | \$0.00 |
| Fee for Appeal Brief [§41.20(b)(2)] (already paid) | | | | | | \$0.00 |
| Fee for Request for Oral Hearing [§41.20(b)(3)] | | | | | | \$0.00 |
| Fee for Extension of Time (___ month) [§1.17(a)(1)] | | | | | | \$0.00 |
| | | | | | | TOTAL \$0.00 |

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop Appeal Brief - Patents, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

By



Darien K. Wallace

Date of Deposit: June 19, 2007

Respectfully submitted,



Darien K. Wallace

Darien K. Wallace
Attorney for Applicants
Reg. No. 53,736
Customer No. 47,713